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Electronically Filed June 25, 2020

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

RED ROSE, INC.,

- ☐ Affects Beachhead Roofing and Supply, Inc.
- ☐ Affects California Equipment Leasing Association, Inc.
- ☐ Affects Fences 4 America, Inc.
- ☐ Affects James Petersen Industries, Inc.
- ☐ Affects PD Solar, Inc.
- ☐ Affects Petersen Roofing and Solar LLC
- ☐ Affects Petersen-Dean, Inc.
- ☐ Affects PetersenDean Hawaii LLC
- ☐ Affects PetersenDean Roofing and Solar Systems, Inc.
- ☐ Affects PetersenDean Texas, Inc.
- ☐ Affects Red Rose, Inc.
- ☐ Affects Roofs 4 America, Inc.
- ☐ Affects Solar 4 America, Inc.
- ☐ Affects Sonoma Roofing Services, Inc.
- ☐ Affects TD Venture Fund, LLC
- ☐ Affects Tri-Valley Supply, Inc.
- ☒ Affects All Debtors

Case No. BK-S-20-12814-mkn

Jointly Administered with
Case No. BK-S-20-12815-mkn
Case No. BK-S-20-12816-mkn
Case No. BK-S-20-12818-mkn
Case No. BK-S-20-12819-mkn
Case No. BK-S-20-12820-mkn
Case No. BK-S-20-12821-mkn
Case No. BK-S-20-12822-mkn
Case No. BK-S-20-12823-mkn
Case No. BK-S-20-12824-mkn
Case No. BK-S-20-12825-mkn
Case No. BK-S-20-12826-mkn
Case No. BK-S-20-12827-mkn
Case No. BK-S-20-12829-mkn
Case No. BK-S-20-12831-mkn
Case No. BK-S-20-12833-mkn

Chapter 11

**EMERGENCY MOTION FOR ORDER
AUTHORIZING PAYMENT OF
CRITICAL VENDOR CLAIMS**

Hearing Date: OST PENDING
Hearing Time: OST PENDING
Estimated Time for Hearing: 20 minutes

Debtors and debtors in possession (“Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), hereby submit this emergency motion (the “Motion”) for entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Critical Vendor Order”), pursuant to

1 Bankruptcy Code¹ §§ 105(a), 363(b) and 503(b)(9) and Bankruptcy Rules 6003 and 6004
2 authorizing, but not requiring, Debtors to honor and pay prepetition claims (the “Critical Vendor
3 Claims”) of certain critical vendors (the “Critical Vendors”), in accordance with the Critical Vendor
4 Procedures (as defined and described in greater detail below).

5 This Motion is made and based on the *Declaration of Jeffrey Perea* filed in support hereof
6 (the “Perea Declaration”), the following points and authorities, the papers and pleadings on file with
7 the Court in the Chapter 11 Cases, and any oral arguments the Court may entertain at the hearing on
8 the Motion.

9 DATED this 25th day of June 2020.

10 **FOX ROTHSCHILD LLP**

11 By: /s/Brett A. Axelrod
12 BRETT A. AXELROD, ESQ.
13 Nevada Bar No. 5859
14 1980 Festival Plaza Drive, Suite 700
15 Las Vegas, Nevada 89135
16 *[Proposed] Counsel for Debtors*

17 **MEMORANDUM POINTS AND AUTHORITIES**

18 **I.**

19 **JURISDICTION AND VENUE**

- 20 1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334.
21 This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (M) & (O).
22 2. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.
23 3. The statutory bases for the relief requested herein are Bankruptcy Code §§ 105(a),
24 363(b), and 503(b)(9) and Bankruptcy Rules 6003 and 6004.

25
26
27 ¹ All references to “chapter” and “section” herein shall be to the “Bankruptcy Code”
28 appearing in Title 11 of the U.S. Code; all references to a “Bankruptcy Rule” shall refer to the
Federal Rules of Bankruptcy Procedure.

4. Pursuant to Local Rule 9014.2, Debtors consent to entry of final order(s) or judgment(s) by the bankruptcy judge if it is determined that the bankruptcy judge, absent consent of the parties, cannot enter final orders or judgments consistent with Article III of the United States Constitution.

II.

BACKGROUND

5. On June 11, 2020 (the “Petition Date”), Debtors filed with this Court voluntary petitions for relief under chapter 11 of the Bankruptcy Code. Debtors are continuing in possession of their properties and are operating and managing their businesses as debtors in possession, pursuant to Bankruptcy Code sections 1107 and 1108. See generally Chapter 11 Case Docket.

6. No request has been made for the appointment of a trustee or examiner, and no statutory committee (“Committee”) has been appointed. See id.

7. The factual background relating to Debtors’ commencement of the Chapter 11 Cases is set forth in detail in the *Omnibus Declaration of Jeffrey Perea in Support of First Day Motions* [ECF No. 20 in Red Rose, Inc., Case No. 20-12814-mkn] which is incorporated herein by this reference.

8. The Debtors’ business operations can generally be described as follows: a Debtor enters into a contract (a “Construction Contract”) with a customer (usually homebuilder or other contractor) (a “Customer”) for roofing and/or solar construction (a “Project”). Many of the Customers are public homebuilders (Taylor Morrison, D.R. Horton, KB Home, etc.). The Construction Contracts provide a description of the work, the various houses and or buildings that the Debtor will perform work on, and a schedule regarding the same. See Perea Declaration, ¶ 4.

9. After a Construction Contract is signed, the Debtor determines the schedule for construction, the materials necessary, the lead time for ordering materials, etc. The Debtor then enters into contracts (“Vendor Contracts”) with material suppliers (“Vendors”) to provide the necessary materials in the timeframes need for Debtor to complete the Project under the Construction Contract. Once the orders are made pursuant to the Vendor Contracts, the Debtor schedules its labor force to install the roofing materials. See Perea Declaration, ¶ 5.

1 10. The Customer normally inspects the finished Project and provides payment
2 (“Completion Payment”) upon receipt of mechanic’s and artisan’s lien releases from all Vendors.
3 The Construction Contracts typically provide that the Customer’s obligation to make the
4 Completion Payments is dependent upon receipt of all liens waivers from all Vendors, and reserve
5 the right of the Customer to pay the Vendors directly, by joint check or otherwise. Depending on
6 the Contract and size of the job, Customers may or may not provide partial payments along the way.
7 See Perea Declaration, ¶ 6.

8 11. Debtors have identified numerous Vendors that might be considered Critical
9 Vendors for among the following reasons: (i) Vendors that have properly noticed lien rights and
10 would be able to foreclose on a lien if they are not paid; (ii) Vendors that have the ability to file
11 liens in the future; (iii) Vendors that do not have perfected lien rights (for a variety of possible
12 reasons, including a long term course of dealing, trust, etc.) but could stop supplying the materials
13 to finish an ongoing Project if they are not paid; (iv) Vendors providing materials for multiple
14 Projects, such that Debtors’ failure to pay on one Project could negatively impact their ability to
15 receive supplies on other critical Projects; (v) Vendors that are the sole source for certain materials
16 (such as specialized solar or battery technology) or material that matches the material previously
17 installed on a Project; or (vi) Vendors that are important for Debtors’ longer term strategic growth.
18 See Perea Declaration, ¶ 7.

19 12. Overall, the Debtors’ preliminary analysis demonstrates that the Debtors can receive
20 an estimated net cash flow of approximately \$18 million by completing selected Builder Division
21 Projects that are currently underway (approximately 800 Projects). According to the Debtors’
22 books and records, completing these selected Projects may require payment of Critical Vendor
23 Claims totaling approximately \$82 million, which will enable Debtors to receive Completion
24 Payments totaling approximately \$100 million. See Perea Declaration, ¶ 8.

25 13. For example, for one of Debtors’ Customers, completion of a Project currently
26 underway is estimated to bring in \$2 million of Completion Payments to Debtors’ estates from
27 today through completion. As of today, Debtors owe or expect to owe Vendors approximately
28

1 \$1.2 million to complete the Project, for a net benefit to Debtors of approximately \$800,000. See
2 Perea Declaration, ¶ 9.

3 14. A comprehensive matrix of approximately 800 selected Projects that are serviced or
4 supplied by Vendors that Debtors may identify as “Critical” is attached as **Exhibit 1** to the Perea
5 Declaration (the “Project Matrix”) and also attached, for the Court’s convenience, as **Exhibit B**
6 hereto. The inclusion of any Project in the Project Matrix is not an admission that every Vendor
7 servicing or supplying such Project is a Critical Vendor. See Perea Declaration, ¶ 10 & Exhibit 1
8 thereto.

9 15. Each Vendor that the Debtors determine to be a Critical Vendor will have or be
10 providing Debtors with (a) goods and/or services that enable them to complete one or more Projects
11 and/or (b) other significant benefits to the Debtors’ business operations. See Perea Declaration,
12 ¶ 11.

13 III.

14 RELIEF REQUESTED

15 By this Motion, Debtors respectfully request entry of a Critical Vendor Order, substantially
16 in the form attached hereto as **Exhibit A**, pursuant to Bankruptcy Code §§ 105(a), 363(b) and
17 503(b)(9) and Bankruptcy Rules 6003 and 6004. By this Critical Vendor Order, Debtors seek
18 authority to (a) determine, in their discretion, which of the Vendors are Critical Vendors and
19 (b) pay, in their discretion, all or part of the Critical Vendor Claims either directly in cash or by
20 offset against Debtors’ other assets (such as accounts receivable from customers), or by joint check
21 issued by Debtors’ customers, or direct payment from Debtors’ customers to Critical Vendors, or by
22 other means, subject to certain conditions and procedures described below.

23 Additionally, Debtors requests that financial institutions be authorized to receive, process,
24 honor, and pay all checks presented for payment and electronic payment requests related to the
25 Critical Vendor Claims described in this Motion.

26 Debtors propose to make full or partial payment to the Critical Vendors pursuant to this
27 Motion, only to the extent they deem necessary, in the exercise of their business judgment, to ensure
28 that Debtors can complete their Projects and receive payment from their Customers and/or that the

1 applicable Critical Vendor continues to provide essential goods and services to Debtors on a
 2 postpetition basis and/or that such full or partial payment provides another benefit to Debtors, such
 3 as preserving relationships with customers for future business, or other significant benefits in
 4 Debtors' business judgment.

5 To further assure that Debtors' business operations are minimally impacted during the
 6 Chapter 11 Cases, and in light of the severe consequences Debtors may suffer if their Customers
 7 withhold payment to Debtors on account of unpaid Critical Vendor Claims, Debtors propose that
 8 the Court approve and adopt the following procedures (the "Critical Vendor Procedures"):

9 (a) After Debtors determine that a certain Project is serviced or supplied
 10 by Critical Vendors (a "Critical Project"), the Debtors shall serve
 11 (including via email) a notice ("Critical Project Notice") of their desire
 12 to make payment to all Critical Vendors associated with such Critical
 13 Project on: (i) the Office of the United States Trustee; (ii) counsel for
 any Committee; and (iii) counsel for ACF Finco I LP (the "Notice
Parties");

14 (i) The fact that a Vendor supplies good or services to a Critical
 15 Project does not automatically make such Vendor a Critical
 Vendor; rather, Debtors must specifically determine that such
 Vendor is a Critical Vendor;

16 (ii) The Critical Project Notice shall set forth the facts supporting the
 17 Debtors' decision that it is essential for Critical Vendor Claims
 18 to be paid on such Critical Project; the Notice Parties shall keep
 19 all Critical Project Notices confidential and shall not disclose to
 anyone the names and amounts to be paid to each Critical
 Vendor on such Critical Project;

20 (iii) The Notice Parties shall have two (2) business days (the
 21 "Objection Deadline") from receipt of a Critical Project Notice to
 22 serve a written objection (including via email) (an "Objection")
 on counsel for Debtors;

23 (iv) If the Notice Parties do not serve an Objection on or before the
 24 Objection Deadline, the Debtors may (but are not required to)
 pay any Critical Vendor Claim associated with that Critical
 Project; and

25 (v) If the Notice Parties serve an Objection on or before the
 26 Objection Deadline, the Debtors may not pay any Critical
 27 Vendor Claim associated with such Critical Project without
 28 further order of the Court, unless the Notice Parties have given
 Debtors their prior written consent to payment of such Critical
 Vendor Claim.

- 1 (b) Further, the payment of any Critical Vendor Claim will be conditioned
2 on an express agreement (the "Vendor Agreement") between such
3 Critical Vendor and the Debtors which will include, without limitation,
4 the following information and terms:
- 5 (i) The amount of the Critical Vendor's estimated prepetition
6 claim, accounting for any setoffs, other credits, or discounts
7 thereto, which would be mutually determined in good faith by
8 the Critical Vendor and Debtors (but such amount would be
9 used only for the purposes of determining the Critical Vendor
10 Claim under the Critical Vendor Order and would not be
11 deemed a claim allowed by the Court for any other purpose in
12 the Chapter 11 Cases, and the rights of all interested persons to
13 object to such claims would be fully preserved until further
14 order of the Court);
- 15 (ii) The Critical Vendor's agreement to provide reasonable and
16 customary price, service, quality, and payment terms to
17 Debtors on a postpetition basis ("Customary Trade Terms"), or
18 upon other terms more favorable to Debtors than Customary
19 Trade Terms as Debtors and the Critical Vendor may agree;
- 20 (iii) The Critical Vendor's acknowledgement that it has reviewed
21 the terms and provisions of the Critical Vendor Order, and
22 consents to be bound thereby;
- 23 (iv) The Critical Vendor's agreement that it will not separately seek
24 payment for any reclamation claims or claims under
25 Bankruptcy Code § 503(b)(9) outside the terms of the Critical
26 Vendor Order unless the Critical Vendor's participation in the
27 program to pay Critical Vendor Claims pursuant to the Critical
28 Vendor Order is terminated; provided, however, that such
claims would, if thereafter raised by the Critical Vendor as
permitted by the Critical Vendor Order, be treated as though
raised on the date of the Critical Vendor Order; and
- (v) The Critical Vendor's agreement that any payments received
by such Critical Vendor under the Critical Vendor Order would
be applied first to claims for the value of goods received by
Debtors within 21 days prior to the Petition Date that were sold
to Debtors in the ordinary course of business, and then to any
other claims.
- (b) Such terms, once agreed and accepted by a Critical Vendor, would be
the Vendor Agreement between the parties that governs their
relationship during this Chapter 11 Cases. Debtors further would
retain the right, on a case-by-case basis, to obtain other
acknowledgement from the Critical Vendors of the terms to which the
parties have agreed.

(c) If a Critical Vendor refuses to supply goods or services to Debtors on Customary Trade Terms (or fails to comply with other terms to which the parties have agreed), following its receipt of payment on the Critical Vendor Claim, or fails to comply with the applicable Vendor Agreement in any way, Debtors may, in their discretion and without further order of this Court, declare that Critical Vendor in breach of its Vendor Agreement with Debtors. To the extent the Critical Vendor fails to cure such default or reach an alternative agreement with Debtors, Debtors may seek appropriate relief from the Court, including, without limitation, injunctive relief to compel performance pursuant to the Vendor Agreement. Further, such Critical Vendor would stipulate and agree that injunctive relief specifically enforcing the Critical Vendor Agreement would be appropriate. In addition, if a Critical Vendor refuses to comply with the Customary Trade Terms (or fails to comply with other terms to which the parties have agreed), any payment made to that Critical Vendor on account of that Critical Vendor's prepetition claim would be deemed to have been in payment of any then outstanding postpetition obligations owed to that Critical Vendor, and that Critical Vendor would be required to repay immediately to Debtors any payment previously made to it on account of its prepetition claim pursuant to this Motion, to the extent the aggregate amount of such payments exceeds the postpetition obligations then outstanding, without the right of any setoffs, claims, provision for payment of reclamation or trust fund claims, or otherwise. In such event, the Critical Vendor would agree that it is limited to asserting a general unsecured claim against the Estates for no more than \$1.

(d) Debtors would maintain a summary list of all payments made to the Critical Vendors (the "Critical Vendor Payment List") and, if requested, would provide such Critical Vendor Payment List to the Notice Parties. The Notice Parties shall keep the Critical Vendor Payment List confidential and shall not disclose to anyone the names and amounts to be paid to each Critical Vendor on such Critical Vendor Payment List.

Debtors submit that the relief requested herein is essential, appropriate and in the best interests of Debtors, their creditors and all parties in interest.

IV.

LEGAL ARGUMENT

There are several precedents for the relief requested in this Motion. First, Bankruptcy Code section 105(a) empowers this Court to issue "any order, process, or judgment that is necessary or appropriate to carry out the provisions of" the Bankruptcy Code.

Also, consistent with the debtor in possession's fiduciary duties, courts have authorized payment of prepetition obligations under section 363(b) of the Bankruptcy Code, where sound business purpose exists for doing so. See, e.g., In re Tropical Sportswear Int'l Corp., 320 B.R. 15, 17-18 (Bankr. M.D. Fla. 2005).

Further, pursuant to sections 1107 and 1108 of the Bankruptcy Code, a debtor is a fiduciary "holding the bankruptcy estate and operating the business for the benefit of its creditors and (if the value justifies) equity owners." See In re CoServ, LLC, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002). Implicit in the fiduciary duties of any debtor in possession is the obligation to "protect and preserve the estate, including an operating business's going-concern value." Id. Some courts have noted that there are instances in which a debtor can fulfill this fiduciary duty "only ... by the preplan satisfaction of a prepetition claim." See id.

A. The Court May Rely On Its General Equitable Powers To Grant This Motion.

The Court may authorize Debtors' payment of prepetition claims in appropriate circumstances based on section 105(a) of the Bankruptcy Code. See 11 U.S.C. § 105(a) (authorizing bankruptcy court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [Title 11]"). The purpose of section 105(a) is to empower a bankruptcy court to take whatever action "is appropriate or necessary in aid of the exercise of [its] jurisdiction." 2 COLLIER ON BANKRUPTCY ¶ 105.01 (Alan N. Resnick & Henry J. Sommer eds., 16th ed.).

The Ninth Circuit Court of Appeals recognized the importance of paying certain prepetition claims in a reorganization case, even when the claimants are provided an advantage over other creditors, stating in dicta in Burchinal v. Central Washington Bank (In re Adams Apple, Inc.), 829 F.2d 1484 (9th Cir. 1987), "a 'fundamental tenet' – rehabilitation of debtors . . . may supersede the policy of equal treatment. Cases have permitted unequal treatment of pre-petition debts when necessary for rehabilitation, in such contexts as . . . debts to providers of unique and irreplaceable supplies" Adams Apple, 829 F.2d at 1490; see also In re Just for Feet, Inc., 242 B.R. 821, 824-25 (D. Del. 1999) (approving the payment of prepetition claims to certain critical vendors). The rationale acknowledged by the Adams Apple court is that a debtor's rehabilitation in reorganization

1 cases is “the paramount policy and goal of Chapter 11.” Adams Apple, 829 F.2d at 490; accord In
 2 Just For Feet, 242 B.R. at 826 (section 105 provides “a statutory basis for the payment of

3 prepetition claims”); In re NVR LP, 147 B.R. 126, 127 (Bankr. E.D. Va. 1992) (“[U]nder 11 U.S.C.

4 § 105 the court can permit pre-plan payment of a prepetition obligation when essential to the

5 continued operation of the debtor.”).

6 Moreover, courts have permitted postpetition payment of prepetition claims under section

7 105(a) where nonpayment would trigger a withholding of goods or services essential to a debtor’s

8 business reorganization. See In re Quicksilver, Inc., No. 15-11880 (BLS), 2015 WL 13640498, at

9 4* (Bankr. D. Del. Oct. 28, 2015) (finding that certain payments to critical vendor claims were

10 necessary to avoid immediate and irreparable harm to Debtors’ business); In re Ionosphere Clubs,

11 Inc., 98 B.R. 174, 176-77 (Bankr. S.D.N.Y. 1989) (finding that section 105 empowers bankruptcy

12 courts to authorize payment of prepetition debt when such payment is needed to facilitate the

13 rehabilitation of the debtor); In re Tropical Sportswear Int’l Corp., 320 B.R. at 20 (“Bankruptcy

14 courts recognize that section 363 is a source for authority to make critical vendor payments, and

15 section 105 is used to fill in the blanks.”); In re NVR L.P., 147 B.R. at 127 (explaining that under

16 section 105, the court can permit preplan payments of a prepetition obligation “when essential to the

17 continued operation of the debtor”); In re Chateaugay Corp., 80 B.R. 279, 287 (Bankr. S.D.N.Y.

18 1987) (explaining that a bankruptcy court may exercise its equity powers under section 105 to

19 authorize the payment of prepetition claims where such payment is necessary to “permit the greatest

20 likelihood of survival of the debtor and payment of creditors in full or at least proportionately”); cf.

21 Am. Hardwoods, Inc. v. Deutsche Credit Corp. (In re Am. Hardwoods, Inc.), 885 F.2d 621, 625 (9th

22 Cir. 1989) (section 105 endows the bankruptcy court with general equitable powers, where not

23 inconsistent with more specific law).

24 Thus, section 105(a) of the Bankruptcy Code permits the Court to authorize Debtors’

25 preplan payment of Critical Vendor Claims when essential to the continued operations of Debtors’

26 business in furtherance of their reorganization effort.

B. The Court May Rely on Section 363(b) of the Bankruptcy Code to Grant This Motion.

The Court may also authorize Debtors to pay Critical Vendor Claims under section 363(b) of the Bankruptcy Code. Section 363(b) provides, in pertinent part, that “[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1).

Under this section, a court may authorize a debtor to pay certain prepetition claims. See, e.g., GLM DFW, Inc. v. Windstream Holding Inc. (In re Windstream Holdings Inc.), 614 B.R. 441, 456-60 (S.D.N.Y. 2020) (affirming payment of prepetition vendor claims under sections 363(b) and 105(a)); Ionosphere, 98 B.R. at 175 (authorizing payment of prepetition wages under sections 363(b) and 105(a)). In order to do so, “the debtor must articulate some business justification, other than mere appeasement of major creditors.” Id. As discussed more fully herein, Debtors’ request to pay the Critical Vendors meets this standard because the failure to satisfy the Critical Vendors Claims would likely have a material adverse effect on Debtors’ operations.

Under similar factual circumstances, the court in Armstrong World Indus., Inc. v. James A. Phillips, Inc., (In re James A. Phillips, Inc.), 29 B.R. 391, 397 (S.D.N.Y. 1983), permitted the debtor/contractor to pay suppliers with potential lien rights where payment of their prepetition claims was necessary for general contractors to release funds owed to debtor.

The Phillips court observed that: “Given the special status of suppliers whose unstayed lien rights have not expired under state law, payment to such suppliers following a contractor’s chapter 11 filing would appear a reasonable response to business exigencies.” Id. at 394; see also Windstream, 614 B.R. at 460 (affirming finding that sound business justification existed to justify payment of prepetition vendor claims); Tropical Sportswear, 320 B.R. at 19-20 (authorizing payment of critical vendors prepetition claims, finding that sound business justification existed because vendors would not do business with debtor absent critical vendor status: “The result is that a debtor’s estate is maximized, and even the disfavored creditors will receive greater payments on their respective claims”).

These courts’ approaches to payment of prepetition claims is particularly appropriate where prepetition creditors, such as the Critical Vendors, provide vital services to a debtor that would be

1 unavailable if the debtor did not satisfy its prepetition obligations, and where the payment of those
 2 creditors will result in a net benefit to the estate. See, e.g., Windstream, 614 B.R. at 459 (affirming
 3 streamlined process to pay critical vendors where separate hearings on each claim would likely
 4 result in “the patient d[ying] of the operating table” (alteration in original)).

5 Accordingly, bankruptcy courts in this district and the Ninth Circuit have long authorized
 6 payments to vital suppliers and trade creditors where the payment of such claims is essential for the
 7 continued operation of the business. See, e.g., In re Xtreme Green Products, Inc., Case No. 13-
 8 17266-mkn (Bankr. D. Nev. Sept. 5, 2013) (authorizing payment of prepetition claims of vendors
 9 that were the sole source of parts and services required for operation of Debtor’s business); In re
 10 American West Development, Inc., Case No. 12-12349-mkn (Bankr. D. Nev. March 8, 2012)
 11 (authorizing payment of prepetition claims of critical third party subcontractors and material
 12 suppliers); In re Skye International, Inc., Case No. 09-54485-gwz (Bankr. D. Nev. February 26,
 13 2010) (authorizing payment of several critical vendor prepetition claims); In re Victor Valley
 14 Community Hospital, Case No. 10-39537 (Bankr. C.D. Cal., Sept. 17, 2010) [Docket No. 34]
 15 (authorizing the debtor to pay prepetition claims of emergency room doctors, medical director
 16 doctors, and nursing registries who were critical vendors); In re Full Color Services, Inc., Case No.
 17 08-14190-lbr (Bankr. D. Nev. May 14, 2008) (authorizing payment of prepetition critical vendor
 18 claim for goods delivered prior to filing); In re Woodside Group, LLC, Case No. 08-20682 (Bankr.
 19 C.D. Cal., Aug. 27, 2008) [Docket No. 18] (approving stipulation allowing debtors to pay ordinary
 20 course providers of goods and services in the ordinary course of business); In re ISE Corporation,
 21 Case No. 10-14198 (Bankr. S.D. Cal., Dec. 8, 2010) [Docket No. 276] (authorizing payment of
 22 critical vendor prepetition claim).

23 Debtors submit that, for the reasons set forth herein, the relief requested in this Motion is
 24 necessary to avoid immediate and irreparable harm and Rule 6003 of the Federal Rules of
 25 Bankruptcy Procedure has been satisfied.

26 **C. Certain Critical Vendor Claims Are Entitled To Administrative Expense Status.**

27 Section 503(b)(9) of the Bankruptcy Code provides an administrative expense for “the value
 28 of any goods received by the debtor within twenty days before the date of commencement of a case

1 under this title in which the goods have been sold to the debtor in the ordinary course of such
2 debtor's business.” 11 U.S.C. § 503(b)(9).

3 For those Critical Vendor Claims that comprise delivery of goods within twenty days before
4 the Petition Date, Debtors seek to alter the timing of the payment of these administrative expense
5 payments that such parties are entitled to receive under the Bankruptcy Code. Instead of paying
6 such claims after confirmation of a plan of reorganization, Debtors request the ability to pay certain
7 Critical Vendor Claims that fall under Bankruptcy Code 503(b)(9) to induce those Critical Vendors
8 to continue to do business with Debtors on favorable business terms.

9 **D. The Court Can And Should Waive Any Application Of Bankruptcy Rule 6004(h).**

10 To successfully implement the foregoing, Debtors seek a waiver of the notice requirements
11 under Bankruptcy Rule 6004(a) and the 14-day stay under Bankruptcy Rule 6004(h).

12 Bankruptcy Rule 6004(h) provides that an “order authorizing the use, sale or lease of
13 property . . . is stayed until the expiration of 14 days after entry of the order, unless the court orders
14 otherwise.” Debtors submit that the facts of these Chapter 11 Cases warrant a waiver of Bankruptcy
15 Rule 6004(h) in this instance in order to avert any disruption to Debtors’ operations that would
16 occur in the absence of immediate relief.

17 Accordingly, Debtors request that the Court waive Bankruptcy Rule 6004(h) such that an
18 order consistent with the Motion be immediately effective upon entry.

19 **V.**

20 **RESERVATION OF RIGHTS**

21 Nothing contained in this Motion is, or should be construed as, (a) an admission as to the
22 validity of any claim against Debtors; (b) a waiver of Debtors’ rights to dispute any claim on any
23 grounds; (c) a promise to pay any claim; (d) an assumption or rejection of any executory contract or
24 unexpired lease pursuant to Bankruptcy Code section 365; or (e) otherwise affecting Debtors’ rights
25 under Bankruptcy Code section 365 to assume or reject any executory contract with any party
26 subject to this Motion.

27 ///

28 ///

1 **VI.**

2 **CONCLUSION**

3 WHEREFORE, for all of the foregoing reasons, Debtors respectfully request that this Court
4 enter an Order, substantially in the form attached hereto as **Exhibit A**, authorizing, but not
5 requiring, Debtors to honor and pay the prepetition claims of certain Critical Vendors, and granting
6 such other and further relief as this Court deems appropriate.

7 DATED this 25th day of June 2020.

8 **FOX ROTHSCHILD LLP**

9 By: /s/Brett A. Axelrod
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14 *[Proposed] Counsel for Debtors*
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EXHIBIT A

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re

RED ROSE, INC.,

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- ☐ Affects PetersenDean Hawaii LLC
- ☐ Affects PetersenDean Roofing and Solar Systems, Inc.
- ☐ Affects PetersenDean Texas, Inc.
- ☐ Affects Red Rose, Inc.
- ☐ Affects Roofs 4 America, Inc.
- ☐ Affects Solar 4 America, Inc.
- ☐ Affects Sonoma Roofing Services, Inc.
- ☐ Affects TD Venture Fund, LLC
- ☐ Affects Tri-Valley Supply, Inc.
- ☒ Affects All Debtors

Case No. BK-S-20-12814-mkn

Jointly Administered with
Case No. BK-S-20-12815-mkn
Case No. BK-S-20-12816-mkn
Case No. BK-S-20-12818-mkn
Case No. BK-S-20-12819-mkn
Case No. BK-S-20-12820-mkn
Case No. BK-S-20-12821-mkn
Case No. BK-S-20-12822-mkn
Case No. BK-S-20-12823-mkn
Case No. BK-S-20-12824-mkn
Case No. BK-S-20-12825-mkn
Case No. BK-S-20-12826-mkn
Case No. BK-S-20-12827-mkn
Case No. BK-S-20-12829-mkn
Case No. BK-S-20-12831-mkn
Case No. BK-S-20-12833-mkn

Chapter 11

**ORDER AUTHORIZING PAYMENT OF
CRITICAL VENDOR CLAIMS**

Hearing Date:
Hearing Time:

The Court, having reviewed and considered Debtors' emergency motion (the "Motion")¹ for an order (i) authorizing Debtors to honor and pay the prepetition claims of certain critical vendors ("Critical Vendors") that provide goods, services or other significant benefits with respect to the Projects identified on Exhibit B to the Motion, and (ii) implementing procedures for payment thereof, pursuant to sections 105(a), 363(b) and 503(b)(9) of Title 11 of the United States Code (the "Bankruptcy Code"); and upon consideration of the *Declaration of Jeffrey Perea*, and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and the Court having determined that the relief sought in the Motion is in the best interests of Debtors, their creditors and all other parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby,

ORDERED that the Motion is **GRANTED**; and, without limiting the generality of the foregoing, the following Critical Vendor Procedures are approved:

- (a) After Debtors determine that a certain Project is serviced or supplied by Critical Vendors (a "Critical Project"), the Debtors shall serve (including via email) a notice ("Critical Project Notice") of their desire to make payment to all Critical Vendors associated with such Critical Project on: (i) the Office of the United States Trustee; (ii) counsel for any Committee; and (iii) counsel for ACF Finco I LP (the "Notice Parties");
 - (i) The fact that a Vendor supplies good or services to a Critical Project does not automatically make such Vendor a Critical Vendor; rather, Debtors must specifically determine that such Vendor is a Critical Vendor;
 - (ii) The Critical Project Notice shall set forth the facts supporting the Debtors' decision that it is essential for Critical Vendor Claims to be paid on such Critical Project; the Notice Parties

¹ All capitalized, undefined terms shall have the meaning ascribed to them in the Motion.

shall keep all Critical Project Notices confidential and shall not disclose to anyone the names and amounts to be paid to each Critical Vendor on such Critical Project;

(iii) The Notice Parties shall have two (2) business days (the "Objection Deadline") from receipt of a Critical Project Notice to serve a written objection (including via email) (an "Objection") on counsel for Debtors;

(iv) If the Notice Parties do not serve an Objection on or before the Objection Deadline, the Debtors may (but are not required to) pay any Critical Vendor Claim associated with that Critical Project; and

(v) If the Notice Parties serve an Objection on or before the Objection Deadline, the Debtors may not pay any Critical Vendor Claim associated with such Critical Project without further order of the Court, unless the Notice Parties have given Debtors their prior written consent to payment of such Critical Vendor Claim.

(b) Further, the payment of any Critical Vendor Claim will be conditioned on an express agreement (the "Vendor Agreement") between such Critical Vendor and the Debtors which will include, without limitation, the following information and terms:

(i) The amount of the Critical Vendor's estimated prepetition claim, accounting for any setoffs, other credits, or discounts thereto, which would be mutually determined in good faith by the Critical Vendor and Debtors (but such amount would be used only for the purposes of determining the Critical Vendor Claim under this Order and would not be deemed a claim allowed by the Court for any other purpose in the Chapter 11 Cases, and the rights of all interested persons to object to such claims would be fully preserved until further order of the Court);

(ii) The Critical Vendor's agreement to provide reasonable and customary price, service, quality, and payment terms to Debtors on a postpetition basis ("Customary Trade Terms"), or upon other terms more favorable to Debtors than Customary Trade Terms as Debtors and the Critical Vendor may agree;

(iii) The Critical Vendor's acknowledgement that it has reviewed the terms and provisions of this Order, and consents to be bound thereby;

(iv) The Critical Vendor's agreement that it will not separately seek payment for any reclamation claims or claims under Bankruptcy Code § 503(b)(9) outside the terms of this Order unless the Critical Vendor's participation in the program to pay Critical Vendor Claims pursuant to this Order is terminated; provided, however, that such claims would, if thereafter raised

1 by the Critical Vendor as permitted by this Order, be treated as
2 though raised on the date of this Order; and

3 (v) The Critical Vendor's agreement that any payments received
4 by such Critical Vendor under this Order would be applied first
5 to claims for the value of goods received by Debtors within 21
6 days prior to the Petition Date that were sold to Debtors in the
7 ordinary course of business, and then to any other claims.

8 (b) Such terms, once agreed and accepted by a Critical Vendor, would be
9 the Vendor Agreement between the parties that governs their
10 relationship during this Chapter 11 Cases. Debtors further would
11 retain the right, on a case-by-case basis, to obtain other
12 acknowledgement from the Critical Vendors of the terms to which the
13 parties have agreed.

14 (c) If a Critical Vendor refuses to supply goods or services to Debtors on
15 Customary Trade Terms (or fails to comply with other terms to which
16 the parties have agreed), following its receipt of payment on the
17 Critical Vendor Claim, or fails to comply with the applicable Vendor
18 Agreement in any way, Debtors may, in their discretion and without
19 further order of this Court, declare that Critical Vendor in breach of its
20 Vendor Agreement with Debtors. To the extent the Critical Vendor
21 fails to cure such default or reach an alternative agreement with
22 Debtors, Debtors may seek appropriate relief from the Court,
23 including, without limitation, injunctive relief to compel performance
24 pursuant to the Vendor Agreement. Further, such Critical Vendor
25 would stipulate and agree that injunctive relief specifically enforcing
26 the Critical Vendor Agreement would be appropriate. In addition, if a
27 Critical Vendor refuses to comply with the Customary Trade Terms
28 (or fails to comply with other terms to which the parties have agreed),
any payment made to that Critical Vendor on account of that Critical
Vendor's prepetition claim would be deemed to have been in payment
of any then outstanding postpetition obligations owed to that Critical
Vendor, and that Critical Vendor would be required to repay
immediately to Debtors any payment previously made to it on account
of its prepetition claim pursuant to this Motion, to the extent the
aggregate amount of such payments exceeds the postpetition
obligations then outstanding, without the right of any setoffs, claims,
provision for payment of reclamation or trust fund claims, or
otherwise. In such event, the Critical Vendor would agree that it is
limited to asserting a general unsecured claim against the Estates for
no more than \$1.

(d) Debtors would maintain a summary list of all payments made to the Critical Vendors (the "Critical Vendor Payment List") and, if requested, would provide such Critical Vendor Payment List to the Notice Parties. The Notice Parties shall keep the Critical Vendor Payment List confidential and shall not disclose to anyone the names and amounts to be paid to each Critical Vendor on such Critical Vendor Payment List.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from the implementation or interpretation of this Order; and

IT IS FURTHER ORDERED that notice of this Motion as provided therein shall be deemed good and sufficient notice of the Motion; and

IT IS FURTHER ORDERED that Debtors are excepted from the operation of Bankruptcy Rule 6003(b); and

IT IS FURTHER ORDERED that any stay pursuant to Bankruptcy Rule 6004(h) or otherwise is hereby waived, and this Order and its terms and conditions shall be effective immediately.

FOX ROTHSCHILD LLP

By: /s/Brett A. Axelrod
BRETT A. AXELROD, ESQ.
Nevada Bar No. 5859
1980 Festival Plaza Drive, Suite 700
Las Vegas, Nevada 89135
[Proposed] Counsel for Debtors

CERTIFICATION OF COUNSEL PURSUANT TO LOCAL RULE 9021

In accordance with Local Rule 9021, counsel submitting this document certifies as follows:

- ☐ The Court has waived the requirement of approval in LR 9021(b)(1).
- ☒ No party appeared at the hearing or filed an objection to the motion.
- ☐ I have delivered a copy of this proposed order to all counsel who appeared at the hearing, any unrepresented parties who appeared at the hearing, and each has approved or disapproved the order, or failed to respond, as indicated below:
- ☐ I certify that this is a case under Chapter 7 or 13, that I have served a copy of this order with the motion pursuant to LR 9014(g), and that no party has objected to the form or content of the order.

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EXHIBIT B

PetersenDean

	# of Contracts
Total Active, Builder Contracts	831

Contract #	Customer	Division
27109	A & R Corporation, Inc.	PDI-19
27373	Advanced Building Solutions, Inc	PDI-07
16105	AHC of West Palm Beach LLC	PDFL-27
26069	Albert D. Seeno Construction Co.	PDI-07
27204	Albert D. Seeno Construction Co.	PDI-07
29149	Albert D. Seeno Construction Co.	PDI-07
12880	Alliance Residential Builders, LP	PDIX-36
27342	Anderson Homes	PDI-09
28953	Anderson Homes	PDI-09
27277	Anthem United Homes	PDI-07
40799	Anthem United Homes	PDS-07
28170	Anton Building Co	PDI-20
14273	AR Bailey Homes, LLC	PDFL-06
27429	Ashton Woods (IP)	PDI-08
27839	Ashton Woods (IP)	PDI-08
28110	Ashton Woods (IP)	PDI-08
28519	Ashton Woods (IP)	PDI-08
12706	Axia Contracting	PDIX-36
12707	Axia Contracting	PDIX-36
12710	Axia Contracting	PDIX-36
12711	Axia Contracting	PDIX-36
16208	Azul Baldwin Park	PDFL-06
12652	Bailey Construction & Consulting	PDIX-36
12653	Bailey Construction & Consulting	PDIX-36
29098	Baron, Claudia	PDI-61
12829	Bartlett Cocke General Contractors	PDIX-36
12830	Bartlett Cocke General Contractors	PDIX-36
28252	Baxter Construction	PDI-11
28582	Baxter Construction	PDI-11
27087	Beazer Homes	PDI-08
27369	Beazer Homes	PDI-08
27370	Beazer Homes	PDI-08
28223	Beazer Homes	PDI-08
28462	Beazer Homes	PDI-08
28791	Beazer Homes	PDI-08
5642	Beazer Homes	PDLV-52
5683	Beazer Homes	PDLV-52
5706	Beazer Homes	PDLV-52
12812	Beazer Homes	PDIX-36
12838	Bella Building Group LLC	PDFL-25
16159	Bella Building Group LLC	PDFL-25
15297	Bellavista Building Group, Inc	PDFL-25
16169	Bellavista Building Group, Inc	PDFL-25
16252	Bellavista Building Group, Inc	PDFL-25
25870	Benchmark Communities (IP)	PDI-02
27359	Benchmark Communities (IP)	PDI-02
16157	BH Management	PDFL-06
28851	Black Pines Communities	PDI-07
28862	Black Pines Communities	PDI-07
29124	Black Pines Communities	PDI-07
29125	Black Pines Communities	PDI-07
29277	Black Pines Communities	PDI-07
50123	Black Pines Communities	PDS-07
29249	Blazona Development, Inc	PDI-07
28635	Blue Mountain Const. Services, Inc.	PDI-07
29049	Bonadelle Homes	PDI-09
51078	Bonadelle Homes	PDS-49
28841	Bonanni Development	PDI-19
28842	Bonanni Development	PDI-19

Contract #	Customer	Division
12798	Bonner Carrington Construction, LLC	PDTX-36
12799	Bonner Carrington Construction, LLC	PDTX-36
16250	Bove LLC	PDFL-24
16273	Bowen, Audrey	PDFL-06
27768	Bright Homes	PDI-02
27361	Bright Homes	PDI-03
27744	Bright Homes	PDI-03
28776	Brighton Coulson Inc.	PDI-02
28318	Brighton Coulson Inc.	PDI-07
28418	Brinkman Construction	PDI-11
28421	Brinkman Construction	PDI-11
28422	Brinkman Construction	PDI-11
29026	Brinkman Construction	PDI-11
29027	Brinkman Construction	PDI-11
29028	Brinkman Construction	PDI-11
16080	Brooks & Freund	PDFL-20
12595	Brown Builders	PDTX-36
12596	Brown Builders	PDTX-36
29270	Brown Construction	PDI-09
28055	Brown Construction	PDI-20
16267	Bryde, Rodyn	PDFL-24
28493	Building Repair and Management Inc.	PDI-61
29336	BV Winery	PDI-61
23795	Cachet Homes (FMT)	PDI-08
12754	CalAtlantic Group, Inc. (Ryland)	PDFL-25
28584	California Home Builders (sc)	PDI-19
16172	Cameron GCs	PDFL-25
16128	Cameron GCs	PDFL-27
27850	Carter Hill Homes, LLC	PDI-17
28290	Casner Communities Inc.	PDI-61
28468	Casner Communities Inc.	PDI-61
28473	Casner Communities Inc.	PDI-61
28474	Casner Communities Inc.	PDI-61
15949	CB Constructors, Inc. (F-SOV-20)	PDFL-27
12684	CBG Building Company, LLC	PDTX-36
12724	CEI General Contractros	PDTX-36
12826	CEI General Contractros	PDTX-36
12827	CEI General Contractros	PDTX-36
12828	CEI General Contractros	PDTX-36
16231	Century Communities	PDFL-25
26910	Century Communities	PDI-02
27420	Century Communities	PDI-02
27422	Century Communities	PDI-02
27671	Century Communities	PDI-02
27980	Century Communities	PDI-02
28119	Century Communities	PDI-02
27349	Century Communities	PDI-09
28580	Century Communities	PDI-19
28786	Century Communities	PDI-19
28787	Century Communities	PDI-19
5649	Century Communities	PDLV-52
5740	Century Communities	PDLV-52
27058	Chadmar RSM Partners, L.P.	PDI-19
51128	Christopher Homes	PDS-19
28893	Christopherson Builders LLC	PDI-61
29008	Christopherson Builders LLC	PDI-61
29175	Christopherson Builders LLC	PDI-61
49811	Christopherson Builders LLC	PDS-07
56659	City Ventures Construction	PDI-06
27007	City Ventures Construction	PDI-19
27008	City Ventures Construction	PDI-19
27009	City Ventures Construction	PDI-19
27507	City Ventures Construction	PDI-19
28014	City Ventures Construction	PDI-19
27114	City Ventures Construction	PDI-20
27201	City Ventures Construction	PDI-20

Contract #	Customer	Division
50921	City Ventures Construction	PDS-19
15001	Coast Homes LLC	PDFL-24
16256	Connie Mimick	PDFL-27
15964	Contravest Builders	PDFL-25
16170	Contravest Builders	PDFL-25
12663	Cooper Construction	PDTX-32
12665	Cooper Construction	PDTX-32
12889	Crabtree, Virgil	PDTX-36
29261	Creative Carpentry	PDI-61
28124	Cresleigh Homes	PDI-07
28177	Cresleigh Homes	PDI-07
28702	Cresleigh Homes	PDI-07
29090	Cresleigh Homes	PDI-07
44698	Cresleigh Homes	PDS-07
45312	Cresleigh Homes	PDS-07
49773	Cresleigh Homes	PDS-07
50868	Cresleigh Homes	PDS-07
16202	Current Builders	PDFL-27
27329	Custom Craft Builders	PDI-17
29340	Customer Service Billable	PDI-19
16048	David Weekly Homes/ Tampa Division	PDFL-20
26886	Davidon Homes	PDI-07
28350	Davis/Reed Construction	PDI-20
28761	Davis/Reed Construction	PDI-20
27334	De Young Properties-Team 5	PDI-09
27679	De Young Properties-Team 5	PDI-09
29048	De Young Properties-Team 5	PDI-09
50109	De Young Properties-Team 5	PDS-49
28792	Deacon Construction	PDI-20
16179	DeBartolo Construction Services LLC	PDFL-25
28205	DeNova Homes	PDI-02
28449	DeNova Homes	PDI-07
28563	DeNova Homes	PDI-07
27843	DeNova Homes	PDI-61
45035	DeNova Homes	PDS-07
15992	DHI Communities Const of FL, LLC	PDFL-25
15948	DI Constructions, LLC	PDFL-20
16116	DI Constructions, LLC	PDFL-25
28553	Di Loreto Construction, Inc	PDI-17
16066	Dillon, Chuck	PDFL-25
26755	Discovery Builders	PDI-02
26521	Discovery Builders	PDI-07
27393	Discovery Builders	PDI-07
28416	Discovery Builders	PDI-07
28452	Discovery Builders	PDI-07
28463	Discovery Builders	PDI-07
28778	Discovery Builders	PDI-07
29151	Discovery Builders	PDI-07
37338	Discovery Builders	PDS-07
28460	Dividend Homes	PDI-02
28506	Dividend Homes	PDI-02
50701	Dividend Homes	PDS-02
23991	Divinity Homes, Inc.	PDI-08
28494	Divinity Homes, Inc.	PDI-08
29225	Domingues, Felis	PDI-61
26520	DR Horton	PDI-02
27495	DR Horton	PDI-02
29051	DR Horton	PDI-02
29056	DR Horton	PDI-02
29221	DR Horton	PDI-02
27464	DR Horton	PDI-07
27681	DR Horton	PDI-07
27704	DR Horton	PDI-07
27708	DR Horton	PDI-07
27716	DR Horton	PDI-07
27944	DR Horton	PDI-07

Contract #	Customer	Division
28298	DR Horton	PDI-07
28388	DR Horton	PDI-07
28837	DR Horton	PDI-07
28990	DR Horton	PDI-07
28152	DR Horton	PDI-08
28274	DR Horton	PDI-08
28275	DR Horton	PDI-08
28586	DR Horton	PDI-08
28211	DR Horton	PDI-09
28453	DR Horton	PDI-09
28454	DR Horton	PDI-09
27257	DR Horton	PDI-17
27696	DR Horton	PDI-17
28136	DR Horton	PDI-17
28739	DR Horton	PDI-17
29234	DR Horton	PDI-17
29295	DR Horton	PDI-17
28089	DR Horton	PDI-19
28090	DR Horton	PDI-19
28091	DR Horton	PDI-19
28442	DR Horton	PDI-19
28443	DR Horton	PDI-19
29309	DR Horton	PDI-19
43809	DR Horton	PDS-02
39348	DR Horton	PDS-07
44380	DR Horton	PDS-07
44586	DR Horton	PDS-07
44754	DR Horton	PDS-07
45724	DR Horton	PDS-07
14227	Dream Finders Homes	PDFL-25
15356	Dream Finders Homes	PDFL-25
15369	Dream Finders Homes	PDFL-25
16063	Dream Finders Homes	PDFL-25
16194	Dream Finders Homes	PDFL-25
28950	Eames Construction Inc.	PDI-61
29067	Eames Construction Inc.	PDI-61
29313	Eames Construction Inc.	PDI-61
28606	Earthtone Construction	PDI-61
29159	Earthtone Construction	PDI-61
27777	Eavenson Construction CO.	PDI-02
29065	EB&R Empire Building & Restoration	PDI-61
29213	Edenbridge, Inc.	PDI-02
51264	Edenbridge, Inc.	PDS-02
27330	Elliott Homes	PDI-07
27680	Elliott Homes	PDI-07
29243	Elliott Homes	PDI-07
12852	F&H Construction Company	PDTX-36
28612	FCB Homes (IP)	PDI-02
28751	FCB Homes (IP)	PDI-02
28753	FCB Homes (IP)	PDI-02
29068	FDC-Facility Development Co LLC	PDI-61
29240	Finley Contracting Inc.	PDI-61
29317	Finley Contracting Inc.	PDI-61
12873	Fischer Langham Custom Homes	PDTX-36
27447	Florsheim Homes	PDI-02
28011	Florsheim Homes	PDI-02
28565	Florsheim Homes	PDI-02
45878	Florsheim Homes	PDS-02
49414	Florsheim Homes	PDS-02
16110	Flournoy Construction	PDFL-24
15936	Flournoy Construction	PDFL-25
12516	Flournoy Construction Company	PDTX-32
45759	Focus Realty Services, Inc	PDS-02
27227	Fore Construction LLC	PDI-19
12721	Franklin Construction	PDTX-36
12722	Franklin Construction	PDTX-36

Contract #	Customer	Division
28643	Fulton Homes	PDI-08
16225	G3-AEC	PDFL-25
28902	Gary Stone Inc.	PDI-02
16259	Gates Construction	PDFL-27
27890	Gateway Builders Inc.	PDI-61
28297	Gateway Builders Inc.	PDI-61
29094	Gateway Builders Inc.	PDI-61
27404	Gehan Homes Construction ,LLC (IP)	PDI-08
27958	Gehan Homes Construction ,LLC (IP)	PDI-08
28796	Gera Construction	PDI-02
16265	Greystar	PDFL-25
12832	Griffin Construction Company	PDTX-36
27509	Griffin Fine Living	PDI-19
27511	Griffin Fine Living	PDI-19
28633	Guzman Construction	PDI-20
28976	Guzman Construction	PDI-20
28564	Harkey Construction	PDI-61
5544	Harmony Homes	PDLV-52
5570	Harmony Homes	PDLV-52
5732	Harmony Homes	PDLV-52
5761	Harmony Homes	PDLV-52
29223	Harrington, Ellen	PDI-61
28810	Harrison Construction	PDI-07
29131	Harrison Construction	PDI-20
12836	Harvey-Cleary Builders	PDTX-36
12888	Hawkins, Anthony	PDTX-36
16196	Hennessy Construction Services	PDFL-25
29100	Herbert, Steve & Erica	PDI-61
12890	Hiemstra, Nicholas	PDTX-36
28330	High Town Development, LLC	PDI-02
27185	Hillcrest Meadows, LLC	PDI-02
16167	Horizon	PDFL-06
27152	Insurance Claims Litigation	PDI-06
12849	Integrated Construction & Developmnt	PDTX-36
29259	Invision Palm LLC	PDI-19
51200	Irvine Pacific L.P.	PDS-19
15998	Jennings Construction Services Corp	PDFL-25
29012	Jim Murphy & Associates	PDI-61
29129	Jim Murphy & Associates	PDI-61
16094	JK2 Holmes Constructors, LLC.	PDFL-25
16238	JK2 Holmes Constructors, LLC.	PDFL-25
28523	JKB Living	PDI-61
28527	JKB Living	PDI-61
27537	JKB Living, Inc.,	PDI-02
27796	JKB Living, Inc.,	PDI-02
26221	John Mourier Construction	PDI-07
27877	John Mourier Construction	PDI-07
28288	John Mourier Construction	PDI-07
28825	John Mourier Construction	PDI-07
29235	John Mourier Construction	PDI-07
51298	John Mourier Construction	PDS-07
28126	Johnstone Moyer	PDI-02
13284	Jordan Construction & Development	PDFL-25
16204	Jordan Construction & Development	PDFL-25
16268	Jordan Construction & Development	PDFL-25
12751	Jordan Foster Residential	PDTX-36
12752	Jordan Foster Residential	PDTX-36
12753	Jordan Foster Residential	PDTX-36
27259	Joseph Carl Homes, LLC	PDI-08
28994	K. Hovnanian	PDI-02
29095	K. Hovnanian	PDI-02
28060	K. Hovnanian	PDI-07
28411	K. Hovnanian	PDI-07
28741	K. Hovnanian	PDI-09
28856	K. Hovnanian	PDI-19
28857	K. Hovnanian	PDI-19

Contract #	Customer	Division
12654	Katerra Construction	PDTX-36
16192	Kaufman Lynn	PDFL-27
27132	KB Homes	PDI-02
27235	KB Homes	PDI-02
27454	KB Homes	PDI-02
27455	KB Homes	PDI-02
27458	KB Homes	PDI-02
27542	KB Homes	PDI-02
28308	KB Homes	PDI-02
28456	KB Homes	PDI-07
28459	KB Homes	PDI-07
28246	KB Homes	PDI-08
27417	KB Homes	PDI-19
28007	KB Homes	PDI-19
4520	KB Homes	PDLV-52
4967	KB Homes	PDLV-52
5282	KB Homes	PDLV-52
5618	KB Homes	PDLV-52
5653	KB Homes	PDLV-52
5682	KB Homes	PDLV-52
5685	KB Homes	PDLV-52
5688	KB Homes	PDLV-52
5704	KB Homes	PDLV-52
29205	KBE Building Corporation	PDI-19
26973	KDH Builders	PDI-17
28881	Kiper Development	PDI-02
29114	Kiper Development	PDI-02
28245	Kiper Development	PDI-07
51247	Kiper Development	PDS-02
50699	Kiper Development	PDS-07
12735	Konkol Custom Homes	PDFL-25
16226	Konkol Custom Homes	PDFL-25
28946	Kuo, David	PDI-61
27280	Lafferty Construction Company	PDI-03
27505	Lafferty Construction Company	PDI-07
28410	Lafferty Construction Company	PDI-61
47314	Lafferty Construction Company	PDS-07
49488	Lafferty Construction Company	PDS-07
26983	Landmark Builders Group Inc.	PDI-19
27475	Landsea Holdings	PDI-02
16210	LandSouth	PDFL-24
16236	LandSouth	PDFL-24
16181	LandSouth	PDFL-25
16251	Legacy Builders	PDFL-27
27302	Legacy Homes IP	PDI-02
27390	Legacy Homes IP	PDI-02
13228	Lennar	PDFL-06
15778	Lennar	PDFL-25
15803	Lennar	PDFL-25
15807	Lennar	PDFL-25
15935	Lennar	PDFL-25
15958	Lennar	PDFL-25
16185	Lennar	PDFL-25
12659	Lennar	PDFL-27
27662	Lennar	PDI-02
27945	Lennar	PDI-02
29161	Lennar	PDI-02
27281	Lennar	PDI-07
27962	Lennar	PDI-07
27859	Lennar	PDI-08
27860	Lennar	PDI-08
27699	Lennar	PDI-19
27700	Lennar	PDI-19
28130	Lennar	PDI-19
28593	Lennar	PDI-19
28594	Lennar	PDI-19

Contract #	Customer	Division
28629	Lennar	PDI-19
28630	Lennar	PDI-19
28651	Lennar	PDI-19
28766	Lennar	PDI-19
29018	Lennar	PDI-19
29163	Lennar	PDI-19
27129	Lennar	PDI-20
27532	Lennar	PDI-20
5336	Lennar	PDLV-52
29140	LGI Homes	PDI-19
48215	LGI Homes	PDS-19
51095	LGI Homes	PDS-19
16102	Lighthouse Cove @ Tequesta/3U95	PDFL-27
5751	Littleton, Harriet	PDLV-52
12747	Lott Brothers Construction Co.	PDIX-31
12639	Lott Brothers Construction Co.	PDIX-32
16257	Mackesy, Kevin	PDFL-24
28165	Mark Hancock Development Corp.	PDI-08
28230	Mark-Taylor Development, Inc.	PDI-08
27864	Mattamy Arizona Construction, LLC	PDI-08
28793	MBK Homes, LTD. (ACH)	PDI-19
27515	McCarthy Companies	PDI-19
29250	McCarthy Companies	PDI-19
28253	McPherson Group	PDI-11
28254	McPherson Group	PDI-11
12385	Meritage	PDFL-25
27337	Meritage	PDI-02
27541	Meritage	PDI-02
27639	Meritage	PDI-02
28826	Meritage	PDI-02
28827	Meritage	PDI-02
27232	Meritage	PDI-07
27364	Meritage	PDI-07
27613	Meritage	PDI-07
27634	Meritage	PDI-07
27635	Meritage	PDI-07
27636	Meritage	PDI-07
28626	Meritage	PDI-07
28122	Meritage	PDI-19
28661	Meritage	PDI-19
27481	Meritage	PDI-20
28738	MHG Builder & Consulting, Inc	PDI-02
25656	MHP Builders, Inc.(IP)	PDI-02
27525	MHP Builders, Inc.(IP)	PDI-07
28923	Mikara Construction	PDI-61
28925	Mikara Construction	PDI-61
13631	Minto Communities, LLC (IP)	PDFL-25
12861	Moch, Jerry	PDIX-36
12841	Modern Constructors LLC	PDIX-36
12842	Modern Constructors LLC	PDIX-36
29303	Morin, Cheryl	PDI-61
16242	NDC Construction Company	PDFL-25
13168	Nemours Children's Hospital	PDFL-06
27401	Nevada Style Real Estate & Construc	PDI-17
27446	New Home Co	PDI-07
27695	New Home Co	PDI-07
28401	New Home Co	PDI-07
28402	New Home Co	PDI-07
28824	New Home Co	PDI-07
27130	New Home Co	PDI-19
28605	New Home Co	PDI-19
28794	New Home Co	PDI-19
27077	New Home Co	PDI-20
27948	New Home Co	PDI-20
41128	New Home Co	PDS-07
29316	New Village Homes	PDI-08

Contract #	Customer	Division
28782	Nguyen, Ron	PDI-61
16203	Northland Investment Corporation	PDFL-06
16264	NRP Contractors II LLC	PDFL-27
16152	NTS Development Company	PDFL-06
16147	NTS Development Company	PDFL-25
27133	Nuvera Construction, Inc.	PDI-07
28389	Oakwood Communities, Inc	PDI-19
28390	Oakwood Communities, Inc	PDI-19
28734	O'Gorman, Jim & Dana	PDI-61
28242	Olson Urban Housing, L.P. (sc)	PDI-19
28243	Olson Urban Housing, L.P. (sc)	PDI-19
28086	Pacific West	PDI-17
27386	Pan-Cal Corporation	PDI-02
5466	Pardee Construction Company	PDLV-52
5467	Pardee Construction Company	PDLV-52
5477	Pardee Construction Company	PDLV-52
26316	Pardee Homes (SC)	PDI-19
26317	Pardee Homes (SC)	PDI-19
27430	Pardee Homes (SC)	PDI-19
27431	Pardee Homes (SC)	PDI-19
27549	Paul White Construction	PDI-61
29229	Paul White Construction	PDI-61
29300	PB Hein	PDI-61
51030	PD Solar Internal	PDS-07
16271	Perez, Jose	PDFL-06
29185	Petersen-Dean SB800 - Bill Legal	PDI-19
27925	Poelman Construction, Ltd.	PDI-20
50866	Ponderosa Homes	PDS-02
50968	Ponderosa Homes	PDS-19
11823	Post Oak Homes	PD'TX-36
12638	Prestige Buiding Company, LLC	PD'TX-31
26110	Preston Homes	PDI-17
29182	Property Management Professionals	PDI-19
29282	Property Management Professionals	PDI-19
29283	Property Management Professionals	PDI-19
29284	Property Management Professionals	PDI-19
29285	Property Management Professionals	PDI-19
29286	Property Management Professionals	PDI-19
27539	Pulte Homes	PDI-20
27540	Pulte Homes	PDI-20
27905	Pulte Homes	PDI-20
28610	Pulte Homes	PDI-20
28581	PWC California Builders, Inc	PDI-07
15974	R.E. Crawford Contruction	PDFL-25
12348	Rampart Construction Company, L.P.	PD'TX-31
12732	Rampart Construction Company, L.P.	PD'TX-31
12733	Rampart Construction Company, L.P.	PD'TX-31
12734	Rampart Construction Company, L.P.	PD'TX-31
29105	RC Homes, Inc	PDI-19
29106	RC Homes, Inc	PDI-19
14928	Richmond	PDFL-27
27388	Richmond	PDI-02
29265	Richmond	PDI-07
26867	Richmond	PDI-19
5489	Richmond	PDLV-52
5499	Richmond	PDLV-52
5599	Richmond	PDLV-52
5622	Richmond	PDLV-52
28429	Rinnovo Group, Inc.	PDI-19
29289	Roger Lees Construction	PDI-61
12723	Rogers-O'Brien Construction Co. Ltd	PD'TX-31
28616	Rosewood Homes (FMT)	PDI-08
28736	Rosewood Homes (FMT)	PDI-08
28920	Rufenacht, Randy	PDI-61
15993	Ryan Companies	PDFL-25
14970	Ryan Homes	PDFL-27

Contract #	Customer	Division
15088	Ryan Homes	PDFL-27
15817	Ryan Homes	PDFL-27
15961	Ryan Homes	PDFL-27
29332	Samuelson Tingo Construction	PDI-61
16270	Santone, Michael	PDFL-06
28559	Sawyer Construction	PDI-61
5695	SBH Contracting, LLC	PDLV-52
5714	SBH Contracting, LLC	PDLV-52
5747	SBH Contracting, LLC	PDLV-52
12886	Schoepf, Nancy	PDTX-36
15643	SEDA Construction Company	PDFL-24
28759	Selivanoff, Marc	PDI-61
16269	Seminole Masonry, LLC	PDFL-25
27670	Shea Homes	PDI-02
26815	Shea Homes	PDI-07
28427	Shea Homes	PDI-07
26986	Shea Homes	PDI-08
27303	Shea Homes	PDI-08
27415	Shea Homes	PDI-08
27421	Shea Homes	PDI-08
28445	Shea Homes	PDI-08
28598	Shea Homes	PDI-08
27694	Shea Homes	PDI-19
28299	Shea Homes	PDI-19
28972	Shea Homes	PDI-19
43919	Shea Homes	PDS-02
48687	Shea Homes	PDS-07
16222	Sherman, Muriel	PDFL-06
28369	Shook & Waller Construction, Inc.	PDI-61
29266	Shook & Waller Construction, Inc.	PDI-61
29031	Sidney M Lewin and Associates	PDI-61
27391	Signature Homes (NB)(IP)	PDI-02
28871	Siliconsage Construction Inc	PDI-02
50208	Siliconsage Construction Inc	PDS-02
27115	Silverado Homes Nevada, Inc.	PDI-17
27239	Silverado Homes Nevada, Inc.	PDI-17
27748	Silverado Homes Nevada, Inc.	PDI-17
29227	Silverado Homes Nevada, Inc.	PDI-17
29233	Silverado Homes Nevada, Inc.	PDI-17
16044	SMC Construction Southeast, LLC	PDFL-25
12885	Smith, Gary	PDTX-36
28763	Sonnen Motorcars LLC	PDI-61
16150	South Oxford Management	PDFL-25
5768	Stafford, John	PDLV-52
27266	Standard Pacific - Arizona (FMT)	PDI-08
26787	Starlight Homes Construction, LLC IP	PDI-08
27805	Starlight Homes Construction, LLC IP	PDI-08
28269	Starlight Homes Construction, LLC IP	PDI-08
29141	Stone Point Construction	PDI-61
29200	Stone Point Construction	PDI-61
12801	Strategic Construction, Ltd.	PDTX-36
12802	Strategic Construction, Ltd.	PDTX-36
27376	Sun Lakes	PDI-02
28376	Sun Lakes	PDI-02
29268	Sun Lakes	PDI-02
42790	Sun Lakes	PDS-02
47853	Sun Lakes	PDS-02
28670	Sundt Construction	PDI-20
35827	SunPower	PDS-02
36955	SunPower	PDS-02
38524	SunPower	PDS-02
38541	SunPower	PDS-02
39737	SunPower	PDS-02
40227	SunPower	PDS-02
43136	SunPower	PDS-02
43717	SunPower	PDS-02

Contract #	Customer	Division
44387	SunPower	PDS-02
44415	SunPower	PDS-02
44653	SunPower	PDS-02
45045	SunPower	PDS-02
46432	SunPower	PDS-02
46744	SunPower	PDS-02
46817	SunPower	PDS-02
47477	SunPower	PDS-02
47903	SunPower	PDS-02
48385	SunPower	PDS-02
48707	SunPower	PDS-02
49149	SunPower	PDS-02
50719	SunPower	PDS-02
51052	SunPower	PDS-02
51147	SunPower	PDS-02
37609	SunPower	PDS-07
41600	SunPower	PDS-07
42519	SunPower	PDS-07
43060	SunPower	PDS-07
43250	SunPower	PDS-07
44309	SunPower	PDS-07
44611	SunPower	PDS-07
44761	SunPower	PDS-07
45122	SunPower	PDS-07
48137	SunPower	PDS-07
48326	SunPower	PDS-07
48422	SunPower	PDS-07
48435	SunPower	PDS-07
48595	SunPower	PDS-07
48661	SunPower	PDS-07
50769	SunPower	PDS-07
51038	SunPower	PDS-07
34621	SunPower	PDS-19
35843	SunPower	PDS-19
35991	SunPower	PDS-19
36606	SunPower	PDS-19
38565	SunPower	PDS-19
38964	SunPower	PDS-19
42216	SunPower	PDS-19
42814	SunPower	PDS-19
43650	SunPower	PDS-19
44836	SunPower	PDS-19
46424	SunPower	PDS-19
47675	SunPower	PDS-19
48029	SunPower	PDS-19
48130	SunPower	PDS-19
48244	SunPower	PDS-19
48253	SunPower	PDS-19
48342	SunPower	PDS-19
49076	SunPower	PDS-19
49081	SunPower	PDS-19
49202	SunPower	PDS-19
49249	SunPower	PDS-19
49738	SunPower	PDS-19
50121	SunPower	PDS-19
50383	SunPower	PDS-19
50787	SunPower	PDS-19
51136	SunPower	PDS-19
51176	SunPower	PDS-19
51213	SunPower	PDS-19
51214	SunPower	PDS-19
51223	SunPower	PDS-19
43656	SunPower	PDS-49
47863	SunPower	PDS-49
47982	SunPower	PDS-49
48218	SunPower	PDS-49

Contract #	Customer	Division
49437	SunPower	PDS-49
50359	SunPower	PDS-49
50642	SunPower	PDS-49
51335	SunPower	PDS-49
29314	Sunseri Associates, Inc	PDI-20
46984	Sunstreet	PDS-19
47488	Sunstreet	PDS-19
47512	Sunstreet	PDS-19
47516	Sunstreet	PDS-19
47519	Sunstreet	PDS-19
48235	Sunstreet	PDS-19
48287	Sunstreet	PDS-19
48482	Sunstreet	PDS-19
49333	Sunstreet	PDS-19
49344	Sunstreet	PDS-19
49629	Sunstreet	PDS-19
49684	Sunstreet	PDS-19
50245	Sunstreet	PDS-19
50265	Sunstreet	PDS-19
50340	Sunstreet	PDS-19
50376	Sunstreet	PDS-19
50891	Sunstreet	PDS-19
51253	Sunstreet	PDS-19
51254	Sunstreet	PDS-19
15786	Swiger, Candance	PDFL-25
16199	Taylor Morrison	PDFL-24
16240	Taylor Morrison	PDFL-24
9770	Taylor Morrison	PDFL-25
12611	Taylor Morrison	PDFL-25
14007	Taylor Morrison	PDFL-25
29110	Taylor Morrison	PDI-02
27231	Taylor Morrison	PDI-07
29000	Taylor Morrison	PDI-07
20434	Taylor Morrison	PDS-07
28367	TC Construction, LLC (FMT)	PDI-08
28562	TC Construction, LLC (FMT)	PDI-08
16075	The FaverGray Company	PDFL-25
12686	The Gonzalez Group LP	PDTX-36
26874	The Grupe Company	PDI-20
12853	The Lemoine Company	PDTX-36
12891	The Millennium Waterway	PDTX-36
16189	The Spanos Corporation	PDFL-25
26087	The Weekley Group (IP)	PDI-08
27351	The Weekley Group (IP)	PDI-08
28349	The Weekley Group (IP)	PDI-08
28446	The Weekley Group (IP)	PDI-08
28319	Thompson Thrift Construction	PDI-11
28320	Thompson Thrift Construction	PDI-11
28321	Thompson Thrift Construction	PDI-11
28534	Thompson Thrift Construction	PDI-11
16134	Thompson Thrift Construction Inc.	PDFL-25
27198	Tim Lewis Communities (Nevada), Inc	PDI-17
15609	Toll Brothers	PDFL-24
15638	Toll Brothers	PDFL-24
15716	Toll Brothers	PDFL-24
15765	Toll Brothers	PDFL-24
15891	Toll Brothers	PDFL-24
12251	Toll Brothers	PDFL-25
25602	Toll Brothers	PDI-02
25825	Toll Brothers	PDI-02
27199	Toll Brothers	PDI-02
27428	Toll Brothers	PDI-02
24979	Toll Brothers	PDI-07
27465	Toll Brothers	PDI-07
26544	Toll Brothers	PDI-08
27500	Toll Brothers	PDI-08

Contract #	Customer	Division
28039	Toll Brothers	PDI-08
28044	Toll Brothers	PDI-08
28052	Toll Brothers	PDI-08
28233	Toll Brothers	PDI-08
28359	Toll Brothers	PDI-08
28471	Toll Brothers	PDI-08
28479	Toll Brothers	PDI-08
28507	Toll Brothers	PDI-08
25588	Toll Brothers	PDI-19
25589	Toll Brothers	PDI-19
26584	Toll Brothers	PDI-19
26586	Toll Brothers	PDI-19
26597	Toll Brothers	PDI-19
26598	Toll Brothers	PDI-19
26865	Toll Brothers	PDI-19
26866	Toll Brothers	PDI-19
27436	Toll Brothers	PDI-19
27437	Toll Brothers	PDI-19
27487	Toll Brothers	PDI-19
27488	Toll Brothers	PDI-19
27801	Toll Brothers	PDI-19
27802	Toll Brothers	PDI-19
28395	Toll Brothers	PDI-19
28396	Toll Brothers	PDI-19
27416	Toll Brothers	PDI-20
28121	Toll Brothers	PDI-20
28942	Toll Brothers	PDI-20
29088	Toll Brothers	PDI-20
29278	Toll Brothers	PDI-20
5743	Toll Henderson, LLC	PDLV-52
5236	Toll South LV, LLC	PDLV-52
5607	Toll South LV, LLC	PDLV-52
29299	Torre Reich Construction	PDI-02
27055	Tri Pointe Homes	PDI-02
27365	Tri Pointe Homes	PDI-07
28557	Tri Pointe Homes	PDI-19
27779	Tri Pointe Homes	PDI-20
28737	TX-Morrow Construction, Inc.	PDI-11
12862	TX-Morrow Construction, Inc.	PD TX-36
12863	TX-Morrow Construction, Inc.	PD TX-36
12864	TX-Morrow Construction, Inc.	PD TX-36
16263	Urgelles, Jerry	PD FL-06
29188	Valencia Management Group	PDI-19
16249	Van Metre	PD FL-06
16253	Verdex Construction	PD FL-27
12963	Vista Cay Condo Association	PD FL-25
29320	Vivint.Solar	PDI-02
11884	W.G. Yates & Sons Construction	PD TX-32
28676	W.L. Butler Construction, Inc	PDI-20
15883	Wade Journey Homes	PD FL-25
15970	Wade Journey Homes	PD FL-27
16198	Wade Journey Homes	PD FL-27
28487	Warmington Residential CA, Inc.	PDI-19
28488	Warmington Residential CA, Inc.	PDI-19
50734	Warne Construction	PDS-07
26505	Wathen Castanos Hybrid Homes,(IP)	PDI-02
29023	Wathen Castanos Hybrid Homes,(IP)	PDI-02
29091	Wathen Castanos Hybrid Homes,(IP)	PDI-02
29246	Wathen Castanos Hybrid Homes,(IP)	PDI-02
26176	Wathen Castanos Hybrid Homes,(IP)	PDI-09
27769	Watt Developers	PDI-19
27770	Watt Developers	PDI-19
28513	Watt Developers	PDI-19
28514	Watt Developers	PDI-19
44618	Watt Developers	PDS-19
46563	Watt Developers	PDS-19

Contract #	Customer	Division
47740	Watt Developers	PDS-19
48389	Watt Developers	PDS-19
48515	Watt Developers	PDS-19
12517	Westchase Construction	PDTX-36
12681	White Construction Company	PDTX-31
4923	William Lyon Homes, Inc.	PDLV-52
27887	William Lyon-Newport Beach	PDI-19
27899	William Lyon-Newport Beach	PDI-19
27900	William Lyon-Newport Beach	PDI-19
27951	William Lyon-Newport Beach	PDI-19
27952	William Lyon-Newport Beach	PDI-19
27971	William Lyon-Newport Beach	PDI-19
27972	William Lyon-Newport Beach	PDI-19
28160	William Lyon-Newport Beach	PDI-19
29341	William Lyon-Newport Beach	PDI-19
27254	Williams Homes (sc)	PDI-19
27255	Williams Homes (sc)	PDI-19
28653	Williams Homes (sc)	PDI-19
28654	Williams Homes (sc)	PDI-19
28699	Williams Homes (sc)	PDI-19
28700	Williams Homes (sc)	PDI-19
29059	Williams Homes (sc)	PDI-19
28348	Wilson Homes, Inc.	PDI-09
29262	Wilson Homes, Inc.	PDI-09
16155	Windward Building Group	PDFL-20
16246	Windward Building Group	PDFL-25
27264	Windward Building Group	PDI-02
28339	Windward Building Group	PDI-02
28502	Windward Building Group	PDI-02
48350	Windward Building Group	PDS-02
28555	Woodbridge	PDI-19
28728	Woodbridge	PDI-19
28931	Woodbridge	PDI-19
28932	Woodbridge	PDI-19
28963	Woodbridge	PDI-19
28964	Woodbridge	PDI-19
25547	Woodside Homes (Folsom) IP	PDI-07
5488	Woodside Homes of Nevada, LLC	PDLV-52
5565	Woodside Homes of Nevada, LLC	PDLV-52
5591	Woodside Homes of Nevada, LLC	PDLV-52
28889	Wright, Elizabeth	PDI-61
12658	Xpert Design	PDTX-31
12660	Xpert Design	PDTX-31
12749	Xpert Design	PDTX-36
12750	Xpert Design	PDTX-36